

Article - Real Property

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§8A-1102.

(a) (1) In this section the following words have the meanings indicated.

(2) “Threaten to take possession” means using words or actions intended to convince a reasonable person that the park owner intends to take imminent possession of the leased premises in violation of this section.

(3) (i) “Willful diminution of services” means intentionally interrupting or causing the interruption of heat, running water, hot water, electricity, or gas by the park owner for the purpose of forcing a resident to abandon the property.

(ii) “Willful diminution of services” does not include a park owner choosing not to continue to pay for utility service for the leased premises after a final court order awarding possession of the leased premises, if the park owner has provided the resident reasonable notice of the owner’s intention and the opportunity for the resident to open an account in the resident’s name for that service.

(b) (1) Except as provided in paragraph (2) of this subsection, a park owner may not take possession or threaten to take possession of leased premises from a resident or resident holding over by locking the resident out or any other action, including willful diminution of services to the resident.

(2) A park owner may take possession of leased premises from a resident or resident holding over only:

(i) In accordance with a warrant of restitution issued by a court and executed by a sheriff or constable; or

(ii) If the resident has abandoned or surrendered possession of the leased premises.

(c) (1) If in any proceeding the court finds in favor of the resident because the park owner violated subsection (b) of this section, the resident may recover:

(i) Actual damages; and

(ii) Reasonable attorney’s fees and costs.

(2) The remedies set forth in this subsection are not exclusive.

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